UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF WASHINGTON

In re:	Morio Domiele	Case N	lo. 19-41965		
Shery	Marie Derrick	СНАР	TER 13 PLAN		
		Ori	ginal	<u>x</u> AMENDED	
	Debtor(s).	Date:	November 3, 20	20	
I.	Disclosure of Nonstandard Provisions and Plan's Mod	dificatio	n of Secured Debt	<u>:</u>	
	A. Does this plan contain any nonstandard provisions (c	heck on	e)?		
	Yes		-7-		
	No	_			
	B. Does this plan limit the amount of a secured claim bas	sed on a	valuation of the col	llateral for the claim	
	(check one)? Yes				
	X No				
	C. Does this plan avoid a security interest or lien (check	one)?			
	Yes	,			
	X No				
	Debtor has either not indicated "yes" in the applicable section				
	ge in this plan purporting to limit the amount of a secured of				
	or lien is void. Even if the Debtor indicated "no" in Section claim based on a valuation of the collateral for the claim of				
proceed		or avoid	a security interest (nen unough a motion of an acve	1 Sur y
	6				
II.	Means Test Result and Plan Duration:				
	Debtor is (check one):				
	X a below median income debtor with a 36 month				
	an above median income debtor with a 60 month	h applic	able commitment p	eriod	
The pla	n's length shall not be less than the Debtor's applicable co	mmitme	ent period unless the	e plan either provides for payment	in full
	ved unsecured claims over a shorter period or is modified p				
	ength shall automatically be extended up to 60 months after				
•	·			, , ,	
111	Dian Daymanta to the Tourston				
III. No	Plan Payments to the Trustee: Later than 30 days after the order for relief, the Debtor sha	ll comm	ence making navm	ents to the Trustee as follows:	
110	A. AMOUNT: \$ 1,750.00	in comm	ence making payin	ents to the Trustee as Tonows.	
	B. FREQUENCY (check one):				
	X Monthly				
	Twice per month				
	Every two weeks				
	Weekly				
	C. TAX REFUNDS: The Debtor (check one):	a :	. 1 6 1 1 11 1		
	commits all tax refunds to funding the plan.	Commit	tea refunds shall be	paid in addition to the plan payme	ent
	amount stated above. X does not commit; all tax refunds to funding	the plan	If no selection is	made tay refunds are committed	
	D. PAYMENTS: Plan payments shall be deducted				iistee
	or ordered by the Court.	110111 1111	, Debioi s wages ui	ness offici wise agreed to by the 11	asicc
	E. OTHER:				

IV. Distribution of Plan Payments by the Trustee:

Upon confirmation of the plan, the Trustee shall disburse funds received in the following order and creditors shall apply them accordingly, provided that disbursements for domestic support obligations and federal taxes shall be applied according to applicable non-bankruptcy law:

- A. ADMINISTRATIVE EXPENSES:
 - 1. Trustee. The percentage set pursuant to 28 USC §586(e).
 - 2. Other administrative expenses. As allowed pursuant to 11 USC §§ 507(a)(2) or 707(b).
 - 3. The Debtor's Attorney's Fees: Pre-confirmation attorney's fees and/or costs and expenses are estimated to be \$ 4,000.00 . \$ 700.00 was paid prior to filing.

Approved attorney compensation shall be paid as follows (check one):

- a. X Prior to all creditors
- b. Monthly payments of \$
- c. All remaining funds available after designated monthly payments to the following creditors: .
- d. __ Other: __.

If no selection is made, approved compensation will be paid after the monthly payments specified in Sections IV.B and IV.C.

B.	CURRENT DOMESTIC SUPPORT OBLIGATIONS:					
	Creditor	Monthly amount				
	-NONE-	\$				

C. SECURED CLAIMS: Only creditors holding allowed secured claims specified below or provided in Section X will receive payment from the Trustee. Unless ranked otherwise, payments to secured creditors will be disbursed at the same level. Secured creditors shall retain their liens until the earlier of payment of the underlying debt, determined under nonbankruptcy law, or discharge under 11 U.S.C. § 1328. Secured creditors shall not assess any late charges, provided payments from the plan to the secured creditor are current, subject to the creditor's rights under state law if the case is dismissed.

The interest rates in the plan control except that (a) a lower interest rate included in a creditor's proof of claim shall control; and (b) the interest rate included in a creditor's proof of claim for a claim secured by a mortgage or deed of trust on real property shall control, unless otherwise provided in Section X or ordered following an objection to a proof of claim or in an adversary proceeding. If the interest rate is left blank, the interest rate shall be 12% except that the interest rate for arrearages on claims secured by a mortgage or deed of trust on real property shall be 0%.

For claims secured by personal property, the monthly payment amounts in the plan control.

For claims secured by real property, the monthly payment amounts in the creditor's proof of claim and notice of payment change control unless otherwise provided in Section X.

If overall plan payments are sufficient, the Trustee may increase or decrease post-petition installments for ongoing mortgage payments, homeowner's dues and/or real property tax holding accounts based on changes in interest rates, escrow amounts, dues and/or property taxes.

1. Payments on Claims, or Non-Escrowed Postpetition Property Tax Holding Accounts, Secured Only by Security Interest in the Debtor's Principal Residence (Interest included in payments at contract rate, if applicable):

Ongoing Payments:

Rank	Monthly Payment		<u>Creditor</u>	Collateral
				4401 Zirkel Ct Longview, WA 98632 Cowlitz
	¢.	000.00	In an investment One stirl Hariana	County
1	·	298.00	Inspirus Credit Union	valued by zillow.com
				4401 Zirkel Ct Longview, WA 98632 Cowlitz
	Φ.	4 400 00		County
1	\$	1,182.00	Mr. Cooper	valued by zillow.com

Cure Payments:

	Monthly			Ar	rears to be	Intere	est	
Rank	Payment	<u>Creditor</u>	<u>Collateral</u>		Cured	Rate		
1	\$ 15.00	Inspirus Credit Union	4401 Zirkel Ct Longview,	\$	900.00		0.00	%
			WA 98632 Cowlitz County					

Rank	Monthly <u>Payment</u>	Creditor	<u>Collateral</u> valued by zillow.com	Arrears to be <u>Cured</u>	Interest <u>Rate</u>
1	\$ 75.00	Mr. Cooper	4401 Zirkel Ct Longview, WA 98632 Cowlitz County valued by zillow.com	\$ 4,500.00	0.00 %

2. Payments on Claims, or Non-Escrowed Postpetition Property Tax Holding Accounts, Secured by Real Property Other than the Debtor's Principal Residence:

Ongoing Payments:

Rank Mo	nthly Payment -NONE-	Creditor	<u>Collateral</u>	_	Interest Rate	%
Cure Payments:						
Rank	<u> </u>	<u>litor</u>	<u>Collateral</u>	Arrears to be <u>Cured</u>	Interest <u>Rate</u>	
\$	-NO	NE-		\$		%

3. Payments on Claims Secured by Personal Property:

a. 910 Collateral.

The Trustee shall pay the contract balance stated in the allowed proof of claim for a purchase-money security interest in any motor vehicle acquired for the personal use of the Debtor within 910 days preceding the filing date of the petition or in other personal property acquired within one year preceding the filing date of the petition as specified below. The Debtor stipulates that pre-confirmation adequate protection payments shall be paid by the Trustee in the amounts stated as the "Pre-Confirmation Adequate Protection Monthly Payment" or, if blank, in the amounts stated as the "Monthly Payment" as specified below after the creditor files a proof of claim.

	Monthly				firmation e Protection	Interest
<u>Rank</u>	Payment	<u>Creditor</u>	<u>Collateral</u>	Monthly	y Payment	<u>Rate</u>
			2004 Chevy Tahoe			
1	\$ 58.62	One Main Financial	239000 miles	\$	58.62	6.00 %

b. Non-910 Collateral.

The Trustee shall pay the value of collateral stated in the proof of claim, unless otherwise provided in Section X or ordered following a timely objection to a proof of claim or in an adversary proceeding, for a security interest in personal property which is non-910 collateral. The Debtor stipulates that pre-confirmation adequate protection payments shall be paid by the Trustee in the amounts stated as the "Pre-Confirmation Adequate Protection Monthly Payment" or, if blank, in the amounts stated as the "Monthly Payment" as specified below after the creditor files a proof of claim.

<u>Rank</u>	Monthly Payment	<u>Creditor</u>	Debtor's Value of <u>Collateral</u>	<u>Collateral</u>	Pre-Confirmation Adequate Protection Monthly Payment	Interest <u>Rate</u>	
	\$	-NONE-	\$		\$		%

- D. PRIORITY CLAIMS: Payment in full, on a pro rata basis, of filed and allowed claims entitled to priority in the order stated in 11 U.S.C. § 507(a).
- E. NONPRIORITY UNSECURED CLAIMS: No funds shall be paid to nonpriority unsecured creditors until all secured, administrative and priority unsecured creditors are paid in full, provided that no claim shall be paid before it is due. The Trustee shall pay filed and allowed nonpriority unsecured claims as follows (check one):

	The Trustee shall pay the claims:	ne following specially classified	nonpriority unsecured claim	s prior to other n	onpriority unsecured
Rank	Creditor -NONE-	Amount of Claim	Percentage to be Paid %		ecial Classification
	owing claims shall be pa	id directly by the Debtor accord	ling to the terms of the contra	ct or support or	withholding order, and
	A. DIRECT PAYMEN	he Trustee. (Payment stated sha T OF DOMESTIC SUPPORT C Current Me	all not bind any party.) OBLIGATIONS:	Month	nly Arrearage Payment
shall rec	A. DIRECT PAYMEN'	Г OF DOMESTIC SUPPORT C	all not bind any party.)	<u>Month</u> \$	nly Arrearage Payment
Credito	A. DIRECT PAYMENT	Г OF DOMESTIC SUPPORT C	all not bind any party.) OBLIGATIONS:		nly Arrearage Payment

The Debtor requests that upon confirmation, each creditor (including successors and assigns) to which the Debtor is surrendering property pursuant to this section be granted relief from the stays of 11 U.S.C. §§ 362(a) and 1301(a) to enforce its security interest against the property including taking possession and sale.

Creditor -NONE-

Property to be Surrendered

VII. **Executory Contracts and Leases:**

The Debtor will assume or reject executory contracts or unexpired leases as specified below. Assumption will be by separate motion and order, and any cure and/or continuing payments will be paid directly by the Debtor under Section V, unless otherwise specified in the plan. Any executory contract or unexpired lease not assumed pursuant to 11 U.S.C § 365(d) is rejected. If rejected, upon confirmation the creditor is granted relief from the stays of 11 U.S.C. §§ 362(a) and 1301(a) with respect to the property which is the subject of the rejected contract or lease, and any allowed unsecured claim for damages shall be paid under Section IV.E.

Contract/Lease -NONE-

Assumed or Rejected

Property of the Estate:

Property of the estate is defined in 11 U.S.C. § 1306(a). Unless otherwise ordered by the Court, property of the estate in possession of the Debtor on the petition date shall vest in the Debtor upon confirmation. However, the Debtor shall not lease, sell, encumber, transfer or otherwise dispose of any interest in real property or personal property without the Court's prior approval, except that the Debtor may dispose of unencumbered personal property with a value of \$10,000 or less without the Court's approval. Property (including, but not limited to, bonuses, inheritances, tax refunds or any claim) acquired by the Debtor post-petition shall vest in the Trustee and be property of the estate. The Debtor shall promptly notify the Trustee if the Debtor becomes entitled to receive a distribution of money or other property (including, but not limited to, bonuses, inheritances, tax refunds or any claim) with a value in excess of \$2,500, unless Section X specifically provides for the Debtor to retain the money or property.

IX. **Liquidation Analysis Pursuant to 11 USC § 1325(a)(4)**

The liquidation value of the estate is \$ 0 . To obtain a discharge, the Debtor must pay the liquidation value or the total of allowed priority and nonpriority unsecured claims, whichever is less. Under 11 U.S.C. §§ 1325(a)(4) and 726(a)(5), interest on allowed unsecured claims under Section IV.D and IV.E shall be paid at the rate of __ % per annum from the petition date (no interest shall be paid if left blank).

X. Nonstandard Provisions:

All nonstandard provisions of this plan are set forth in this section and separately numbered. Any nonstandard provision placed elsewhere in this plan is void. Any modifications or omissions to the form plan not set forth in this section are void.

- A. This Plan will cure any current arrears in the Plan by paying \$100 per month to ongoing payments and the balance to arrears until paid in full at which time the Plan terms as set forth above shall prevail.
- B. Pursuant to 11 USC Section 1329(d) the Debtor's purpose that the plan length shall extend up to 84 months after the time that the first payment under the confirmed plan was due.

By filing this plan, the attorney for the Debtor(s) or the Debtor(s) if not represented by an attorney certify that the wording and order of the provisions in this plan are identical to those contained in Local Bankruptcy Form 13-4, other than any nonstandard provisions included in Section X.

(Signature Page)

/s/ Ellen Ann Brown	/s/ Sheryl Marie Derrick	November 3, 2020
Ellen Ann Brown 27992	Sheryl Marie Derrick	Date
Attorney for Debtor(s)	DEBTOR	
November 3, 2020		
Date	DEBTOR	Date